

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

RAQUEL CHAVEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WAL-MART STORES, INC.,

Defendant.

Case No. 13-cv-06429-GHK (PJWx)
(Related to Case 13-cv-05944)

DISCOVERY MATTER

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

**Magistrate Judge: Hon. Patrick J.
Walsh**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and request that the Court enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal

1 principles. The parties further acknowledge, as set forth in Section 12.3, below,
 2 that this Stipulated Protective Order does not entitle them to file confidential
 3 information under seal; Civil Local Rule 79-5 sets forth the procedures that
 4 must be followed and the standards that will be applied when a party seeks
 5 permission from the court to file material under seal.

6 **2. DEFINITIONS**

7 2.1 Challenging Party: a Party or Non-Party that challenges the
 8 designation of information or items under this Order.

9 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
 10 how it is generated, stored or maintained) or tangible things that qualify for
 11 protection under Federal Rule of Civil Procedure 26(c).

12 2.3 “CONFIDENTIAL – FOR COUNSEL ONLY” Information or Items:
 13 information (regardless of how it is generated, stored or maintained) or tangible
 14 things considered to be most sensitive by the party, including but not limited to
 15 development, commercial, sales and similar financial information that, if revealed to
 16 persons involved in competitive decision making, present a non-speculative risk that
 17 the producing party would suffer competitive disadvantage or harm.

18 2.4 Counsel (without qualifier): Outside Counsel of Record and House
 19 Counsel (as well as their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or
 21 items that it produces in disclosures or in responses to discovery as
 22 “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL ONLY.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless
 24 of the medium or manner in which it is generated, stored, or maintained (including,
 25 among other things, testimony, transcripts, and tangible things), that are produced or
 26 generated in disclosures or responses to discovery in this matter.

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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this action.

4 2.8 House Counsel: attorneys who are employees of a party to this action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a
10 party to this action but are retained to represent or advise a party to this action and
11 have appeared in this action on behalf of that party or are affiliated with a law firm
12 which has appeared on behalf of that party.

13 2.11 Party: any party to this action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this action.

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL
24 ONLY.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

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1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
 3 Protected Material (as defined above), but also (1) any information copied or
 4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 5 compilations of Protected Material; and (3) any testimony, conversations, or
 6 presentations by Parties Or their Counsel that might reveal Protected Material.
 7 However, the protections conferred by this Stipulation and Order do not cover the
 8 following information: (a) any information that is in the public domain at the time
 9 of disclosure to a Receiving Party or becomes part of the public domain after its
 10 disclosure to a Receiving Party as a result of publication not involving a violation of
 11 this Order, including becoming part of the public record through trial or otherwise;
 12 and (b) any information known to the Receiving Party prior to the disclosure or
 13 obtained by the Receiving Party after the disclosure from a source who obtained the
 14 information lawfully and under no obligation of confidentiality to the Designating
 15 Party. Any use of Protected Material at trial shall be governed by a separate
 16 agreement or order.

17 **4. DURATION**

18 Even after final disposition of this litigation, the confidentiality obligations
 19 and procedures for challenging confidentiality imposed by this Order shall remain in
 20 effect until a Designating Party agrees otherwise in writing or a court order
 21 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal
 22 of all claims and defenses in this action, with or without prejudice; and (2) final
 23 judgment herein after the completion and exhaustion of all appeals, rehearings,
 24 remands, trials, or reviews of this action, including the time limits for filing any
 25 motions or applications for extension of time pursuant to applicable law.

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1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.
 3 Each Party or Non-Party that designates information or items for protection under
 4 this Order must take care to limit any such designation to specific material that
 5 qualifies under the appropriate standards. The Designating Party must designate for
 6 protection only those parts of material, documents, items, or oral or written
 7 communications that qualify - so that other portions of the material, documents,
 8 items, or communications for which protection is not warranted are not swept
 9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
 11 that are shown to be clearly unjustified or that have been made for an improper
 12 purpose (e.g., to unnecessarily encumber or retard the case development process or
 13 to impose unnecessary expenses and burdens on other parties) expose the
 14 Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
 16 designated for protection do not qualify for protection, that Designating Party must
 17 promptly notify all other Parties that it is withdrawing the mistaken designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
 19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 21 under this Order must be clearly so designated before the material is disclosed or
 22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
 25 documents, but excluding transcripts of depositions or other pretrial or trial
 26 proceedings), that the Producing Party affix the legend "CONFIDENTIAL," or
 27 "CONFIDENTIAL – FOR COUNSEL ONLY," to each page that contains protected
 28 material. If only a portion or portions of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)
 2 (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents or materials available for
 4 inspection need not designate them for protection until after the inspecting Party has
 5 indicated which material it would like copied and produced. During the inspection
 6 and before the designation, all of the material made available for inspection shall be
 7 deemed “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL ONLY.”
 8 After the inspecting Party has identified the documents it wants copied and
 9 produced, the Producing Party must determine which documents, or portions
 10 thereof, qualify for protection under this Order. Then, before producing the
 11 specified documents, the Producing Party must affix the “CONFIDENTIAL” or
 12 “CONFIDENTIAL – FOR COUNSEL ONLY” legend to each page that contains
 13 Protected Material. If only a portion or portions of the material on a page qualifies
 14 for protection, the Producing Party also must clearly identify the protected portion(s)
 15 (e.g., by making appropriate markings in the margins).

16 (b) for testimony given in deposition or in other pretrial or trial
 17 proceedings, that the Designating Party identify on the record, before the close of
 18 the deposition, hearing, or other proceeding, all protected testimony.

19 (c) for information produced in some form other than documentary
 20 and for any other tangible items, that the Producing Party affix in a prominent place
 21 on the exterior of the container or containers in which the information or item is
 22 stored the legend “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL
 23 ONLY.” If only a portion or portions of the information or item warrant protection,
 24 the Producing Party, to the extent practicable, shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 26 failure to designate qualified information or items does not, standing alone, waive
 27 the Designating Party’s right to secure protection under this Order for such material.
 28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this
 2 Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 5 designation of confidentiality by providing written notice of each designation it is
 6 challenging and describing the basis for each challenge at any time after the
 7 Challenging Party's receipt of the information designated as "CONFIDENTIAL" or
 8 "CONFIDENTIAL – FOR COUNSEL ONLY." To avoid ambiguity as to whether
 9 a challenge has been made, the written notice must recite that the challenge to
 10 confidentiality is being made in accordance with this specific paragraph of the
 11 Protective Order.

12 6.2 Meet and Confer. The parties shall attempt to resolve each challenge in
 13 good faith and must begin the process by conferring directly (in voice to voice
 14 dialogue; other forms of communication are not sufficient) within 14 days of the
 15 date of service of notice, to give the Designating Party an opportunity to review the
 16 designated material. In conferring, the Designating Party must explain the basis for
 17 its belief that the confidentiality designation, level of designation, or both, was
 18 proper. A Challenging Party may proceed to the next stage of the challenge process
 19 only if it has engaged in this meet and confer process first or establishes that the
 20 Designating Party is unwilling to participate in the meet and confer process in a
 21 timely manner.

22 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
 23 court intervention, the Designating Party shall file and serve a motion to retain
 24 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
 25 79-5, if applicable) within 21 days of the initial notice of challenge or within 14
 26 days of the parties agreeing that the meet and confer process will not resolve their
 27 dispute, whichever is earlier. Each such motion must be accompanied by a
 28 competent declaration affirming that the movant has complied with the meet and

1 confer requirements imposed in the preceding paragraph. Failure by the
 2 Designating Party to make such a motion including the required declaration within
 3 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
 4 designation for each challenged designation. In addition, the Challenging Party may
 5 file a motion challenging a confidentiality designation if there is good cause for
 6 doing so, including a challenge to the designation of a deposition transcript or any
 7 portions thereof, within 21 days of the initial notice of challenge or within 14 days
 8 of the parties agreeing that the meet and confer process will not resolve their
 9 dispute, whichever is earlier. Any motion brought pursuant to this provision must
 10 be accompanied by a competent declaration affirming that the movant has complied
 11 with the meet and confer requirements imposed by the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the
 13 Designating Party, which must establish good cause for protection under Rule 26(c).
 14 Frivolous challenges, and those made for an improper purpose (e.g., to harass or
 15 impose unnecessary expenses and burdens on other parties) may expose the
 16 Challenging Party to sanctions. Unless the Designating Party has waived the
 17 confidentiality designation by failing to file a motion to retain confidentiality as
 18 described above, all parties shall continue to afford the material in question the level
 19 of protection to which it is entitled under the Producing Party's designation until the
 20 court rules on the challenge.

21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 23 disclosed or produced by another Party or by a Non-Party in connection with this
 24 case only for prosecuting, defending, or attempting to settle this litigation. Such
 25 Protected Material may be disclosed only to the categories of persons and under the
 26 conditions described in this Order. When the litigation has been terminated, a
 27 Receiving Party must comply with the provisions of section 13 below (FINAL
 28 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
 2 location and in a secure manner that ensures that access is limited to the persons
 3 authorized under this Order.

4 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 5 otherwise ordered by the court or permitted in writing by the Designating Party, a
 6 Receiving Party may disclose any information or item designated
 7 "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this action,
 9 as well as employees of said Outside Counsel of Record to whom it is reasonably
 10 necessary to disclose the information for this litigation and who have signed the
 11 "Acknowledgment and Agreement to Be Bound" that is attached hereto as
 12 Exhibit A;

13 (b) the officers, directors, and employees (including House Counsel)
 14 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
 15 and who have signed the "Acknowledgment and Agreement to Be Bound"
 16 (Exhibit A);

17 (c) Experts (as defined in this Order) of the Receiving Party to
 18 whom disclosure is reasonably necessary for this litigation and who have signed the
 19 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (d) the court and its personnel,

21 (e) court reporters and their staff, professional jury or trial
 22 consultants, and Professional Vendors to whom disclosure is reasonably necessary
 23 for this litigation and who have signed the "Acknowledgment and Agreement to Be
 24 Bound" (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom
 26 disclosure is reasonably necessary and who have signed the "Acknowledgment and
 27 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating
 28 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits

1 to depositions that reveal Protected Material must be separately bound by the court
 2 reporter, unless otherwise agreed by the Designating Party or ordered by the court,
 3 and may not be disclosed to anyone except as permitted under this Stipulated
 4 Protective Order.

5 (g) the author or recipient of a document containing the information
 6 or a custodian or other person who otherwise possessed or knew the information.

7 7.3 Disclosure of "CONFIDENTIAL – FOR COUNSEL ONLY"

8 Information or Items. Information designated “CONFIDENTIAL - FOR
 9 COUNSEL ONLY” must be viewed only by counsel and their staff of the receiving
 10 party, those identified in paragraph 7.2(a), (d), (e), and (g), and by independent
 11 experts under the conditions set forth in this Paragraph. Prior to receiving or
 12 reviewing “CONFIDENTIAL – FOR COUNSEL ONLY” information, the
 13 receiving party’s independent expert must execute a copy of the form attached
 14 hereto as Exhibit A and must provide the designating party with the signed Exhibit
 15 A. The provision of an independent expert’s signed Exhibit A to the designating
 16 party does not constitute a waiver of the receiving party’s work product or attorney-
 17 client privilege, if any, nor does it constitute the identification of an expert whose
 18 opinions may be presented at trial under Fed. R. Civ. P. 26(b)(4) or constitute an
 19 independent basis for the producing party to notice the expert’s deposition.

20 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation
 23 that compels disclosure of any information or items designated in this action as
 24 “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL ONLY” that Party
 25 must:

26 (a) promptly notify in writing the Designating Party. Such
 27 notification shall include a copy of the subpoena or court order;

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5 (c) cooperate with respect to all reasonable procedures sought to be
6 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL,” or “CONFIDENTIAL – FOR COUNSEL ONLY,” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material - and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

16 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 (a) The terms of this Order are applicable to information produced
19 by a Non-Party in this action and designated as "CONFIDENTIAL" or
20 "CONFIDENTIAL – FOR COUNSEL ONLY." Such information produced by
21 Non-Parties in connection with this litigation is protected by the remedies and relief,
22 and is subject to the challenge provisions and procedures, provided by this Order.
23 Nothing in these provisions should be construed as prohibiting a Non-Party from
24 seeking additional protections.

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

9 (c) If the Non-Party fails to object or seek a protective order from
10 this court within 14 days of receiving the notice and accompanying information, the
11 Receiving Party may produce the Non-Party's confidential information responsive
12 to the discovery request. If the Non-Party timely seeks a protective order, the
13 Receiving Party shall not produce any information in its possession or control that is
14 subject to the confidentiality agreement with the Non-Party before a determination
15 by the court. Absent a court order to the contrary, the Non-Party shall bear the
16 burden and expense of seeking protection in this court of its Protected Material.

17 | 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other protection,
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
 7 procedure may be established in an e-discovery order that provides for production
 8 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
 9 (e), insofar as the parties reach an agreement on the effect of disclosure of a
 10 communication or information covered by the attorney-client privilege or work
 11 product protection, the parties may incorporate their agreement in the stipulated
 12 protective order submitted to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 15 person to seek its modification by the court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 17 Protective Order no Party waives any right it otherwise would have to object to
 18 disclosing or producing any information or item on any ground not addressed in this
 19 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. Without written permission from the
 22 Designating Party or a court order secured after appropriate notice to all interested
 23 persons, a Party may not file in the public record in this action any Protected
 24 Material. A Party that seeks to file under seal any Protected Material must comply
 25 with Civil Local Rule 79-5. Protected Material may only be filed under seal
 26 pursuant to a court order authorizing the sealing of the specific Protected Material at
 27 issue.Limited Waiver of Collateral Protective Order Rights. Wal-Mart Stores, Inc.
 28 was a defendant in that certain action entitled *Aviva Sports, Inc. v. Fingerhut Direct*

1 *Mktg.*, No. 09-1091 (D. Minn.) (the “Aviva Action”). Wal-Mart Stores, Inc. and
 2 other parties in the Aviva Action produced information and documents in the Aviva
 3 Action that were subject to a protective order entered in the Aviva Action (“Aviva
 4 Protective Order”). Wal-Mart Stores, Inc. does not acknowledge or agree that any
 5 or all documents from the Aviva Action are discoverable by Plaintiff Raquel
 6 Chavez, and reserves all appropriate objections.

7 (a) To the extent that Plaintiff Raquel Chavez seeks information or
 8 documents produced in the Aviva Action by a party other than Wal-Mart Stores,
 9 Inc. which such other party produced or made available pursuant to the Aviva
 10 Protective Order, Wal-Mart Stores, Inc. reserves the right to object to the production
 11 of those documents on any and all grounds, and, notwithstanding any other
 12 objection, Wal-Mart Stores, Inc. will not produce any such documents unless or
 13 until Plaintiff Raquel Chavez obtains an order from the Aviva court modifying the
 14 Aviva Protective Order to permit Wal-Mart Stores, Inc. to produce such documents.

15 (b) To the extent that Plaintiff Raquel Chavez seeks information or
 16 documents produced in the Aviva Action by Wal-Mart Stores, Inc. that Wal-Mart
 17 Stores, Inc. produced or made available pursuant to the Aviva Protective Order,
 18 Plaintiff Raquel Chavez need not obtain an order from the Aviva court modifying
 19 the Aviva Protective Order, in exchange for which Plaintiff Raquel Chavez will treat
 20 such information, documents, and things consistent with the terms of this Protective
 21 Order. Notwithstanding this provision, nothing in this Protective Order shall
 22 otherwise amend or alter the Aviva Protective Order, which remains in full effect.
 23 Moreover, nothing in this Stipulated Protective Order obligates Wal-Mart Stores,
 24 Inc. to produce any documents in this action that were produced in the Aviva Action
 25 and Wal-Mart Stores, Inc. reserves all rights and objections to all discovery requests
 26 that have been and may be propounded, other than the sole objection that documents
 27 produced by Wal-Mart Stores, Inc. in the Aviva action may not or need not be
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1 produced in this action on the grounds that Wal-Mart Stores, Inc. produced those
 2 documents pursuant to the Aviva Protective Order.

3 **13. REDACTION AND PRIVILEGE LOG**

4 In producing discovery material, no Producing Party may redact portions of a
 5 document or thing containing responsive information on grounds that some portion
 6 of the document is not relevant or non-responsive. No producing party may redact
 7 information appearing on responsive documents or things, or withhold documents or
 8 things from production, without filing a separate motion for additional protection
 9 pursuant to Rule 26(c), except that a party may (1) produce redacted documents or
 10 things, concurrently with a privilege log generally describing the subject matter
 11 redacted and the basis for the redaction and (2) in lieu of producing otherwise
 12 responsive documents and things, serve a privilege log generally describing the
 13 subject matter of the entire document or thing withheld from production and the
 14 basis for doing so.

15 **14. FINAL DISPOSITION**

16 Within 90 days after the final disposition of this action, as defined in
 17 paragraph 4, each Receiving Party must return all Protected Material to the
 18 Producing Party or destroy such material. As used in this subdivision, "all Protected
 19 Material" includes all copies, abstracts, compilations, summaries, and any other
 20 format reproducing or capturing any of the Protected Material. Whether the
 21 Protected Material is returned or destroyed, if the Producing Party so requests, the
 22 Receiving Party must submit a written certification to the Producing Party (and, if
 23 not the same person or entity, to the Designating Party) by the 90 day deadline that:
 24 (1) identifies (by category, where appropriate) all the Protected Material that was
 25 returned or destroyed; and (2) affirms that the Receiving Party has not retained any
 26 copies, abstracts, compilations, summaries or any other format reproducing or
 27 capturing any of the Protected Material. Notwithstanding this provision, Counsel
 28 are entitled to retain an archival copy of all pleadings, motion papers, including

1 exhibits, trial, deposition, and hearing transcripts, legal memoranda,
2 correspondence, deposition and trial exhibits, expert reports, attorney work product,
3 and consultant and expert work product, even if such materials contain Protected
4 Material. Any such archival copies that contain or constitute Protected Material
5 remain subject to this Protective Order as set forth in Section 4 (DURATION).

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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8 Dated: July 15, 2014

9 RIDOUT LYON + OTTOSON LLP

10
11 By /s/Devon M. Lyon
12 GARY C. OTTOSON
13 DEVON M. LYON

14 Attorneys for Plaintiff
15 RAQUEL CHAVEZ

16 Dated: July 15, 2014

17 SHEPPARD, MULLIN, RICHTER &
18 HAMPTON LLP

19
20 By /s/Shannon Z. Petersen
21 SHANNON Z. PETERSEN

22 Attorneys for Defendant
23 WAL-MART STORES, INC.

24 **ORDER**

25 PURSUANT TO STIPULATION, IT IS SO ORDERED.

26
27 DATED: July 18, 2014

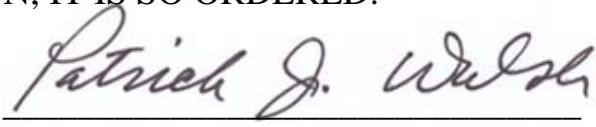

28 Honorable Patrick J. Walsh
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *Chavez v. Walmart Stores, Inc.*, Case no. 13-cv-06429 GHK-PJW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Printed Name: _____
Signature:

Signature:
